HIGH TECH BROADBAND COALITION

Notice of Written *Ex Parte* Presentation

January 28, 2003

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Appropriate Regulatory Treatment for Broadband Access to the Internet over Cable Facilities, CC Docket No. 96-45

Dear Ms. Dortch:

In response to a request from Ms. Barbara Esbin of the Commission's Mass Media Bureau, the High Tech Broadband Coalition (HTBC) is submitting the attached information as a supplement to our comments in the above referenced docket. The High Tech Broadband Coalition represents the leading trade associations (BSA, CEA, ITI, NAM, SIA, and TIA) of the computer, telecommunications equipment, semiconductor, consumer electronic, software and manufacturing sectors. Carriers are not represented in the HTBC.

Please contact the undersigned with any questions in connection with this filing.

Respectfully submitted,

/s/ Michael Petricone

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Michael Petricone
Vice President, Technology Policy
Consumer Electronics Association

cc: Barbara Esbin

High Tech Broadband Coalition

1. Broadband providers are prohibiting consumers from using the broadband network to send or receive certain types of data:

- *Cox*: "You agree not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, virtual private network usage, IP address translation, or similar facilities intended to provide additional access." COX Subscriber Agreement, Sec. 5 (located at http://www.cox.com).
- *Comcast*: "Customer agrees not to use the Service for operation as an ISP, a server site for FTP, Telnet, Rlogin, e-mail hosting, "web hosting" or other similar applications, for any business enterprise, or as an end-point on a non-Comcast local area network or wide area network, or in conjunction with a VPN or a VPN tunneling protocol." Comcast High-Speed Internet Service Subscriber Agreement, Sec. 6(viii) (located at http://comcast.comcastonline.com/memberservices/subscriberagreement/default.asp).

2. Broadband providers are charging consumers more for sending or receiving certain types of data traffic:

- *Comcast*. Requires users who desire to use Comcast's broadband service for virtual private network uses to obtain a separate service ("Comcast Pro"), which costs more. Comcast Subscriber Agreement, Sec. 1.
- *Cox:* "You may incur charges, including without limitation, charges relating to the purchase of premium services, such as additional web space, business class services, or access to certain gaming sites in addition to those billed by Cox." COX Subscriber Agreement, Sec. 2.

3. Broadband providers are discriminating today by limiting or banning consumers' use of certain broadband services and applications:

- "[AT&T Chairman Michael] Armstrong . . . was forced to defend the company's controversial policy of limiting video streaming to about 10 min. In response to question from Committee Chmn. Hatch (R-Utah), Armstrong said limit was necessary to keep costs down because of amount of bandwidth video streaming requires. AT&T won't remove that rule unless it somehow can 'participate in that video streaming revenue.'" Warren's Cable Regulation Monitor, July 19, 1999.
- "Comcast late last year moved to its own servers former MediaOne accounts in Michigan that were using the Road Runner cable modem services. . . . The new Comcast subscribers objected to several changes to their service, . . . most particularly blocked access to VPNs. Customers who found they could no longer access their corporate VPNs were told

that Comcast cable modem service is 'for residential use only' and that they should upgrade to the ComcastPro service at $95 a month if they wanted to keep VPN access. . . . [W]hy is the VPN usage then deem an abuse of your neighbor's bandwidth OK if you pay Comcast $50 more a month?" InfoWorld, Jan. 25, 2002.

4. Broadband providers are discriminating today by prohibiting consumers from attaching [nonharmful] devices to the network:

- "Customer agrees not to use the service . . . as an end-point on a non-Comcast local area network or wide area network." Comcast High-Speed Internet Service Subscriber Agreement, § 6(viii).

- "[A] common strategy for broadband-modem sharing is use of a network address translator (NAT). That device allows multiple computers to share the same UP address, so to AT&T Broadband's network, it looks like a single PC. And NATs are illegal unless AT&T authorizes them, according to its cable-modem acceptable-use policies." Multichannel News, Sept. 23, 2002.

- "As part of a network-housecleaning effort, [AT&T Broadband] has started sending out letters to customers who have linked more than one computer to their cable modem but are not paying for the extra Internet-protocol address. . . . Letters were sent out in July and August, telling affected customers in Oregon and Washington that they'd have to pay for heir multiple IP addresses. If not, the primary address would be kept active, but the secondary IP address would be disabled." Multichannel News, Sept. 23, 2002.

5. Broadband providers have written agreements that permit future discrimination:

- Subscriber agreements allow providers to impose limits on the rate/speed at which consumers can send and/or receive data.

- *Cox:*

  - "Management of Network. Cox reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of spam or otherwise unsolicited bulk email, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of Cox may affect the performance of the Service." COX Subscriber Agreement, Sec. 15.

  - "Bandwidth, Data Storage and Other Limitations. You must comply with the current bandwidth, data storage and other limitations on the Service. You must ensure that your activities do not improperly restrict, inhibit, or

degrade any other user's use of the Service, nor represent (in the sole judgment of Cox) an unusually large burden on the network itself. In addition, you must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Cox's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. Cox may terminate, suspend, or require you to upgrade the Service and pay additional fees if Cox, in its sole discretion, determines that that you are using excessive bandwidth." *Id.*

- *Comcast*:
    - Facilities Allocation: Comcast reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support the Service, including, but not limited to, the amount of bandwidth to be utilized in conjunction with the Service. Comcast Subscriber Agreement, Sec. 9(e).

COX

I. COX Subscriber Agreement Updated 4/1/02

A. INTRODUCTION

This Agreement (the "Agreement") sets forth the terms and conditions under which CoxCom, Inc. d/b/a Cox Communications, together with any Cox Communications affiliate and/or distribution partner (collectively, "Cox"), agrees to provide the Cox® High Speed Internet℠ service (hereinafter the "Service") to you. By completing the registration and using the Service, you (i) agree that your use of the Service is bound by the terms of this Agreement, and (ii) represent and warrant that you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service and must return the installation software, equipment, and all associated materials to Cox. This Agreement takes effect on the date on which you accept this Agreement, and continues until your subscription is terminated.

Cox reserves the right to modify the terms of this Agreement or prices for the Service and may discontinue or revise any or all other aspects of the Service in its sole discretion at any time by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Cox.

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19. Governing Law and Jurisdiction

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21. How to Contact Cox

1. **Your Subscription.** Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer. You agree to contact the local Cox office identified on your monthly invoice immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information.

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2. **Payment Terms.** You agree to pay all monthly fees and installation charges, including applicable franchise fees, taxes, customer service fees, late fees and door collection fees. Monthly fees will be billed one month in advance. If payment is not received by the due date, late fees and/or collection charges may be assessed and the Service may be terminated. You may incur charges including, without limitation, charges relating to the purchase of "premium" services, such as additional web space, business class services, or access to certain gaming sites in addition to those billed by Cox. All such charges, including all applicable taxes, are your sole responsibility. You may be required to pay a reconnect fee and/or a security deposit in addition to all past due charges before the Service is reconnected.

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3. **Software License.** Cox grants to you a limited, nonexclusive, nontransferable and nonassignable license to install and use Cox's access software (including software from third party vendors that Cox distributes, hereinafter referred to as the "Licensed Software"), in order to access and use the Service. Cox may modify the Licensed Software at any time, for any reason, and without providing notice of such modification to you. The Licensed Software constitutes confidential and proprietary information of Cox and Cox's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with Cox and its licensors. You agree to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to such software distributed by Cox in connection with the Service. You shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. You acknowledge that the Licensed Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Licensed Software, directly or indirectly,

to any countries that are subject to United States export restrictions. Your right to use the Licensed Software terminates upon termination of this Agreement.

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4. **Computer and Equipment Requirements.** At the time of initial installation of the Service, your computer equipment must comply with Cox's current minimum computer requirements that are available at http://www.cox.com/. The minimum computer requirements may change and Cox will make reasonable efforts to support previously acceptable configurations; however, Cox is not obligated to continue to provide such support. You may rent or purchase a cable modem from Cox or may purchase a DOCSIS-compliant, Cox approved cable modem from a third party provider. Cox reserves the right to provide service only to users with Cox-approved DOCSIS-compliant modems. You are strongly urged to check with local Cox Customer Support or online at http://www.cox.com/ for the most current Cox approved cable modem list. You agree to only connect Cox approved equipment to the Cox network.

   You will not remove any Cox owned equipment (the "Equipment") from the Premises or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected by the Cox installer. Cox may relocate the Equipment for you within the Premises at the your request for an additional charge. If you relocate to a new address, this Agreement shall automatically terminate and you will be required to enter into a new Agreement and may be charged a new installation fee to initiate Service. You will not connect any equipment, other than equipment authorized by Cox, to the cable modem outlet. You understand that failure to comply with this restriction may cause damage to the Cox network and subject you to liability for damages and/or criminal prosecution. You may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by Cox.

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5. **Installation.** You authorize Cox personnel and/or its agents to enter your premises (the "Premises") at mutually agreed upon times in order to install, maintain, inspect, repair and remove the Service. If you are not the owner of the Premises upon which the Service is to be installed, you represent and warrant that you have obtained the consent of the owner of the Premises for Cox personnel and/or its agents to enter the Premises for the purposes described above. You shall indemnify and hold Cox harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

   You acknowledge and agree that installation of the Service (including the Licensed Software) may require Cox personnel and/or its agents to open your computer. You further acknowledge and agree that installation and/or use of the Service (including the Licensed Software) may result in the modification of your computer's systems files. Cox neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of your computer. Cox shall have no liability whatsoever for any damage resulting from the installation and/or use of the Licensed Software or file modifications. Cox is not responsible for returning your computer to its original configuration prior to installation.

   Cox or its agents will supply and install certain software and, if required, an extra cable outlet, a cable modem and an Ethernet card for a fee determined by Cox. Cox will also

provide a "getting started guide" and online instructions on how to use the Service. Cox shall use reasonable efforts to install the Service to full operational status, provided that your computer fulfills the minimum computer requirements set forth herein.

You may transfer the Licensed Software to additional computers within the home, but service and support for these additional machines is limited and/or may incur an additional fee. You agree that Cox has no responsibility to provide service and support for in-home networks. If you intend to transfer the software, you must give Cox prior notice of such transfer.

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6. **Acceptable Use Policy.** You agree to use the Services strictly in accordance with the Acceptable Use Policy located at http://www.cox.com/ which may be modified by Cox from time to time, and which is incorporated herein by reference and made a part of this Agreement.

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7. **Posting to Cox.** You are solely responsible and liable for all material that you upload, post, email, transmit or otherwise make available via the Service, including, without limitation, material that you post to any Cox Website or the Web site of a Cox affiliate, or any third party vendor's service (e.g., newsgroups) that is used by Cox. Cox does not claim ownership of material you submit or make available for inclusion on the Service. However, with respect to material you submit or make available for inclusion on publicly accessible areas of the Service, you grant Cox a world-wide, royalty free and non-exclusive license(s) to: use your material in connection with Cox's businesses including, but not limited to, the rights to: copy, distribute, publicly perform, publicly display, transmit, publish your name in connection with the material, and to prepare derivative works. No compensation will be paid with respect to the use of your material.

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8. **Links to Third Party Web Sites.** In your use of the Service and/or Cox Web sites, you may encounter various types of links that enable you to visit Web sites operated or owned by third parties ("Third Party Site(s)"). These links are provided to you as a convenience and are not under the control or ownership of Cox. The inclusion of any link to a Third Party Site is not (i) an endorsement by Cox of the Third Party Site, (ii) an acknowledgement of any affiliation with its operators or owners, or (iii) a warranty of any type regarding any information or offer on the Third Party Site. Your use of any Third Party Site is governed by the various legal agreements and policies posted at that Web site.

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9. **Monitoring and Removal of Content.** Cox is under no obligation to monitor the Services. However, Cox reserves the right at all times and without notice to remove, restrict access to, or make unavailable, any content on its servers that it considers, in its sole discretion, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in Cox's possession about or related to you, your use of the Services

or otherwise as Cox deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.

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10. **Privacy.** You authorize Cox to make inquiries and to receive information about your credit history from others and to utilize such information in its decision regarding its provision of the Service to you. You agree that Cox may collect and disclose information concerning you and your use of the Service in the manner and for the purposes set forth herein and in Cox's Privacy Policy. Please read the Cox Privacy Policy available at http://www.cox.com/.

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11. **No Spam or Other Unsolicited Bulk E-mail.** Cox may immediately terminate any subscriber account that it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail. In addition, if actual damages cannot be reasonably calculated, you agree to pay Cox liquidated damages of five dollars (U.S. $5.00) for each piece of "spam" or unsolicited bulk e-mail transmitted from or otherwise connected with your account. Otherwise you agree to pay Cox's actual damages, to the extent such actual damages can be reasonably calculated. Cox reserves the right to block, reject or remove what it considers in its sole discretion to be "spam" or other unsolicited bulk e-mail from the Service.

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12. **Termination and Surviving Obligations.** Either party may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours written notice of such termination. In the event of termination by you, you must notify Cox by telephone or by a non-electronic written submission. E-mail submissions shall not constitute effective notice. In the event of termination by Cox, Cox may notify you of such termination by electronic or other means. In those cases where you elect annual prepayment terms, you agree and understand that the calculation of any refund for unused Service will be based upon the normal rate for the Service and not upon the discounted annual prepayment rate.

    You expressly agree that upon termination of this Agreement: (i) You will pay Cox in full for your use of any Equipment and Service up to the later of the effective date of termination of this Agreement or the date on which the Service and any Equipment have been disconnected and returned to Cox. You agree to pay Cox on a pro-rated basis for any use by you of any Equipment or Services for a part of a month. (ii) You will permit Cox to access your premises at a reasonable time to remove any Equipment and other material provided by Cox. (iii) You will ensure the immediate return of any Equipment to Cox. You will return or destroy all copies of any software provided to you pursuant to this Agreement. (iv) Cox is authorized to delete any files, programs, data and e-mail messages associated with such account.

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13. **Disclaimer of Warranties and Limitation of Liability.** You expressly agree that Cox is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or

any infringement of another's rights including, without limitation, privacy and intellectual property rights. THE SERVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER COX, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS. COX DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. COX AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE, OF THE LICENSED SOFTWARE, THE SERVICE, THE EQUIPMENT FURNISHED BY COX, OR COX'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE COX INSTALLER, TECHNICIAN OR CUSTOMER SERVICE REPRESENTATIVE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT COX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, COX'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEEDING TWELVE MONTH PERIOD. YOU HEREBY RELEASE COX FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. COX IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. Your sole and exclusive remedy under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.

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14. **Indemnification.** You agree to indemnify and hold Cox, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on Cox. Cox will notify you within a reasonable period of time of any claim for which Cox seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to Cox's interests, as reasonably determined by Cox.

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15. **Management of Network.** Cox reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, traffic prioritization, and protocol filtering. You expressly accept that such action on the part of Cox may affect the performance of the Service. Cox reserves the right to enforce limits on specific features of the Service including, without limitation, e-mail storage and web hosting maximums. Click here to learn the limits on specific features of the Service.

→ link doesn't work

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16. **Damage to and Encumbrances on Equipment, Computer, Software.** All Equipment will at all times remain the property of Cox. You may not sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. You shall pay the full retail cost for the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs incurred by Cox in obtaining or attempting to obtain possession of any such Equipment. You hereby authorize Cox to charge your Visa, Master Card, other credit card or other payment method authorized by you for any outstanding Service and Equipment charges. Cox may, at its option, install new or reconditioned Equipment, including swapping your existing equipment for DOCSIS-compliant equipment, for which you may incur a fee.

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17. **Copyright and Trademark Notices.** Copyright © 2002, Cox, Inc., a subsidiary of Cox Communications, Inc. All rights reserved. Materials available on Cox Web sites are protected by copyright law. Cox is a trademark of Cox, Inc. Cox and other Cox services referenced herein are either actual service marks or registered service marks of Cox, Inc. All other trademarks and service marks are the property of their respective owners.

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18. **Intellectual Property Infringement Claims.** Cox is registered under the Digital Millennium Copyright Act of 1998. In accordance with Title 17, United States Code, Section 512(c)(3), if you believe that a Web page hosted by Cox is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with Cox's designated agent. See Procedure for Making Claims of Copyright Infringement.

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19. **Governing Law and Jurisdiction.** This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflict of laws provisions. All disputes arising out of or related to this Agreement and the Service must be brought in a federal or state court located in the state of Georgia. You consent to the personal jurisdiction of such courts located in the state of Georgia. You waive all rights to bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.

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20. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Cox's rights and remedies available at law or in equity. Cox's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to

modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Cox to third parties.

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21. **How to Contact Us.** For any questions regarding this Subscriber Agreement, billing or other, please contact Cox at one of the following:

E-mail: support@cox.com
Phone: See your invoice or visit http://www.cox.com/ and check under "Customer Service"
U.S. Mail: See your invoice or visit http://www.cox.com/ and check under "Customer Service"

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II. Acceptable Use Policy

1. Updated 5/14/02

B. INTRODUCTION

CoxCom, Inc. and its local affiliates and/or distribution partners (collectively "Cox") are pleased that you have chosen Cox® High Speed InternetSM service (the "Service"). Our goal is to provide you with an enriched, high-quality Internet experience. This Acceptable Use Policy (the "AUP") has been designed to protect our Service, our subscribers, and the Internet community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Your violation of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Cox account. This AUP should be read in conjunction with our Internet Subscriber Agreement, Privacy Policy, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE COX CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.

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1. **Prohibited Activities.** You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, You may not use the Service to:

    - Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
    - Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
    - Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
    - Post, transmit, or disseminate content that is threatening, abusive, libelous, slanderous, defamatory, incites hatred, or is otherwise offensive or objectionable.
    - Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
    - Collect or store personal data about other users.
    - Use an IP address not assigned to you.
    - Violate any other Cox policy or guideline.

2. **Harm to Minors.** You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.

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3. **Intellectual Property Infringement.** You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. Cox assumes no responsibility, and you

assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

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4. **User Content.** You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Cox reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in Cox's sole discretion, deems to be offensive, indecent, or otherwise objectionable.

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5. **Commercial Use.** The Service is designed for personal use of the Internet and may not be used for commercial purposes. You may not resell or otherwise charge others to use the residential Service. You agree not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, virtual private network usage, IP address translation, or similar facilities intended to provide additional access.

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6. **Servers.** You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Cox.

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7. **Misuse of Service.** You are responsible for any misuse of the Service that occurs through your account. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service.

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8. **Hacking/Attempted Unauthorized Access.** You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

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9. **Security.** You are solely responsible for the security of any device connected to the Service, including any data stored on that device. Cox recommends that you take appropriate security precautions for any systems connected to the Service.

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10. **Disruption of Service.** You may not disrupt the Service in any manner. Nor shall you interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

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11. **Viruses, Trojan Horses, Worms and Denial of Service Attacks.** Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features.

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12. **Electronic Mail.** You may not use the Service to send unsolicited bulk or commercial e-mail messages ("spam"). Any unsolicited e-mail must also not direct the recipient to any web site or other resource that uses the Service. The Service may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violates this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

    You may not reference Cox, Cox or any portion of the Cox network (e.g. by including "Organization: Cox" in the header or by listing an IP address that belongs to the Cox network) in any unsolicited email even if that email is not sent through the Cox network. Further, forging, altering or removing electronic mail headers is prohibited.

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13. **Bandwidth, Data Storage and Other Limitations.** You must comply with the current bandwidth, data storage and other limitations on the Service. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of Cox) an unusually large burden on the network itself. In addition, you must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Cox's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. Cox may terminate, suspend, or require you to upgrade the Service and pay additional fees if Cox, in its sole discretion, determines that that you are using excessive bandwidth.

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14. **Newsgroups. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups.** Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or

FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited. Our news software will automatically cancel any messages posted to nine or more newsgroups.

Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations.

You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be canceled, except by the author or by official newsgroup moderators performing their duties.

Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

Cox reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

The Usenet news service included with a Service account is provided for interactive use by the subscriber, using a commonly-available NNTP client such as Outlook Express News. Non-interactive clients that download Usenet articles in bulk are prohibited.

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15. **Conflict.** . In the event of a conflict between the Subscriber Agreement and this Policy, the terms of the Subscriber Agreement will prevail.

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16. **How to Contact Cox.** For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact Cox at one of the following:

E-mail: abuse@cox.net
Phone: See your invoice or visit http://www.cox.com/ and check under "Customer Service"
U.S. Mail: See your invoice or visit http://www.cox.com/ and check under "Customer Service"

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III. Online Privacy Policy

1. Updated 4/1/02

B. INTRODUCTION

We are committed to the principles of privacy and security on the Internet. We want you to enjoy the Cox® High Speed InternetSM service (the "Service") with the confidence that comes from knowing the practices that we follow regarding the treatment of personal information we collect through the Service. That is why we have created this Online Privacy Policy ("Policy") to inform those who subscribe ("Subscribers") to the Service, as well as those who visit ("Visitors') Cox Web sites (collectively, "Customers"), of the ways we collect, use, safeguard and disclose of information we obtain from them through the Service and at Cox Web sites.

This Policy should be read in conjunction with our other Internet service related legal agreements and policies. We request that you read this Policy thoroughly, and contact us with any questions or comments you may have.

C. TOPICAL INDEX

1. Information We Collect
2. How We Use It
3. To Whom We Disclose Information
4. Access To Information
5. Retention Of Information
6. Choice
7. Security
8. Cookies
9. Modifications To This Policy
10. How To Contact Us

1. **Information We Collect.** When you register for the Service, you provide us with Personally Identifiable Information. "Personally Identifiable Information" or "PII" means any information that is associated with your personal identity, such as your name, service address, telephone number(s), social security number or driver's license number, premium service subscription information, user IDs, passwords, email address, billing and payment information, customer correspondence and communications records, maintenance and repairs, and other service-related information. At the time of initial provisioning, we also collect information about your computer (to assist us in configuring it for our Service), as well as your service choices. We may also collect Personally Identifiable Information from Customers who respond to email surveys or register at our Web sites for information. In these instances, our Customers are notified before any PII is collected and may elect not to provide their PII.

   We also collect Aggregate Information about usage from our Customers, such as the Internet Protocol addresses assigned to them (Note: We do not link Internet Protocol addresses to Personally Identifiable Information), bandwidth utilization, and Internet resource requests (e.g. requests to view a web page). "Aggregate Information" is

information Cox collects that is devoid of all Personally Identifiable Information relating to our Customers (i.e., it is anonymous; it does not reveal a Customer's name and address in connection with his/her general viewing or usage habits or any other transactions made using our Service that are personally identifiable to the Customer) and instead consists of data relating to the use of Video on Demand, Interactive Television, Internet access or other services by groups of customers.

We do not read your email messages, instant messages, online chats, or the content of other online communications that reside on or pass through our Service. We may however, retain and provide such communications if we are legally required to do so. In addition, please be aware that once your communications leave our network and enter the public Internet on their way to their recipient, your communications may be monitored or intercepted by third parties or other Internet service providers over which we do not have control. Moreover, since we cannot control Web sites or Internet services operated by third parties, we recommend that you review the terms of service and privacy policies of those Web sites and services.

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2. **How We Use It.** Generally, we use Personally Identifiable Information to manage our Service, such as, to verify billing accuracy, to communicate with our Customers about service-related issues, for abuse management, to collect past due bills, and to maintain financial, tax and legal records. We may make Personally Identifiable Information of Customers available to our employees, agents and contractors for our internal business purposes, as well as to our outside auditors, attorneys and accountants, potential and actual purchasers of our business, and local franchise authorities. The frequency of any such information disclosure will vary in accordance with our business needs.

   Aggregate Information is used for network management, maintenance, performance evaluation and security. We may also transfer the Aggregate Information we collect in connection with the sale, merger, or transition of our system to a third-party.

   We may send you marketing and informational materials from us or on behalf of our business affiliates or partners.

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3. **Whom We Share It With.** We may disclose Personally Identifiable Information if required to do so pursuant to law, such as in response to legal or judicial process. We may also disclose Personally Identifiable Information in order to render, or conduct a legitimate business activity related to a cable service or other service provided by us to you. We may also disclose names and addresses, only (i.e., less information than that which is included under the Personally Identifiable Information definition), of Subscribers if (i) we have provided the Subscriber with the opportunity to prohibit or limit such disclosure, and (ii) the disclosure does not reveal, directly or indirectly, the extent of any viewing or other use by a Subscriber of our cable service or other service provided by us, or the nature of any transaction made by a Subscriber over our cable system.

   Third parties to whom we may disclose Personally Identifiable Information to perform activities on our behalf (e.g., executing e-mail communications or collecting past due bills) are obligated to maintain the privacy of the Personally Identifiable Information we provide them. We require those third parties to use Personally Identifiable Information

only for the limited purposes for which the disclosure is made and in accordance with this Policy.

We will not provide Personally Identifiable Information (other than names and addresses) to any third party for its use in connection with mailing lists or marketing purposes, other than those parties that we retain to conduct our mailings, surveys, contests, or marketing campaigns, or who act on our behalf. (See "Choice" below for information on how to limit the transfer of PII.)

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4. **Access To It.** Upon written request delivered to privacy@cox.com, we will make Personally Identifiable Information about you contained in our business records available to you within ten (10) days of our receipt of your written request to examine such information. You may only inspect records containing information about you. You are responsible for the cost of copying any documents you request. We will make this information available during normal business hours at our office listed on the front cover of your billing invoice, and we will give you an opportunity to correct any error in the information we maintain.

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5. **Retention Of It.** We maintain Personally Identifiable Information in our regular business records as long as you are a subscriber and for a longer time if necessary for our business purposes. Unless a court has asked us for access to this information, we will destroy it once it is no longer necessary for our business purposes.

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6. **Choice.** You may choose not to receive marketing communications from us and to limit our disclosure of Personally Identifiable Information we have collected from you. Upon such choice, we (i) will not contact you directly with marketing communications about our Service, and (ii) will not use Personally Identifiable Information obtained from you through registration with the Service to contact you with marketing communications about any other Cox products or services. Please note, however, that we may still be required to communicate with you if necessary to render or conduct a legitimate business activity related to the Service, and to disclose Personally Identifiable Information if required to do so by law. In order to make this choice you must notify us in writing at privacy@cox.com, and include your name, address, account number, and the information that you do not wish to be disclosed.

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7. **Security.** We secure the Personally Identifiable Information we maintain about you on computer servers in an appropriately controlled, secure environment, protected from unauthorized access, use or disclosure, and have in place appropriate policy guidelines to safeguard this information. We also use encryption technology when collecting sensitive information such as a credit card number. While we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

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8. **Cookies.** "Cookies" are small data files sent to your browser and stored on your hard drive. We use cookies to offer customized services and collect information on Internet usage. These files do not collect Personally Identifiable Information about you. Rather, they operate by identifying your browser, saving information regarding your use of a Web site, and providing you with personalized services. For example, a cookie can remember your password for logon procedures, save your preferences for a personalized home page and remember items you have selected for purchase during a visit to an online store. The result is a more personalized and enjoyable experience. Third party advertisements displayed on Web site(s) operated by Cox may also contain cookies. Cox does not control these advertiser cookies and Customers should check the privacy policy of the advertiser to see whether and how it uses cookies. You can set your browser to disable cookies, but by doing so, you may not be able to enjoy the personalized features offered by our Web sites. If you are concerned about cookies you may opt out of major advertising networks' use of cookies at http://www.networkadvertising.org/optout_nonppii.asp.

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9. **Modifications To This Policy.** We may change this Policy from time to time to take into account new or changing circumstances. Any changes to this Policy will be prospective and will therefore not change the way we use information collected prior to the changed policy.

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10. **How To Contact Us.** For any questions regarding this Policy, please contact us at one of the following:

    E-mail: privacy@cox.com
    Phone: See your invoice or visit http://www.cox.com/ and check under "Customer Service"
    U.S. Mail: See your invoice or visit http://www.cox.com/ and check under "Customer Service"

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COMCAST

Products

> Easy to order.

What is it?

Where can I get it?

How much does it cost?

Customer Support

Enter Zip Code for services available in your area.

go

*All Services may not be available in your area.

HOW MUCH DOES IT COST?

What can you do with Comcast High-Speed Internet?

The Comcast High-Speed Internet service provides yo unbeatable value on the Internet.

For a flat monthly fee, you get...

- Unlimited access
- Unparalleled reliability
- Remarkable convenience
- Rich multimedia
- and Blazing speed

Plus!! Comcast High-Speed Internet provides you and your family w you need to enjoy the web.

1.5/128K	Comcast Cable Customer	Non-Co Cu
Monthly Service	$39.95	$44.9
Cable Modem Rental	$5.00/mo	$5
Cable Modem Purchase Price	$199.00	$
Self Installation Kit	See a participating retailer or call 1-800-COMCAST	See a partic call 1-80
Incremental IP Addresses	$6.95 - 9.95/each	$6.95

Prices for service and cable modem vary from market to market. Call 1.888.793 details on pricing and serviceability at your home address. Applicable taxes an additional. All rates, service options and offers are subject to change at any tim may apply.

Terms of Service

Comcast High-Speed Internet Service Subscriber Agreement

The cable service operating subsidiary of Comcast Cable Communications, Inc. serving your municipality ("Comcast") will provide Comcast High-Speed Internet service (the "Service") to customer ("Customer") on the terms and conditions set forth below. Comcast may use third party providers for certain aspects of the Service (the "Underlying Providers"). By using the Service you agree to be bound by the terms and conditions of this Agreement.

1. **EQUIPMENT**

   a. **Comcast Equipment:** Customer may either rent or purchase a cable modem from Comcast directly. In some locations, customers may have the option of purchasing a DOCSIS-compliant standard modem either from Comcast or from a third party. Any cable modem or Ethernet card rented from Comcast, as well as any wiring installed by Comcast (including passive and active devices) up to the point twelve inches from where the wiring enters Customer's Premises, shall at all times remain the property of Comcast or its designee ("Comcast Equipment"). Comcast may, at its option, provide Customer with new or reconditioned Comcast Equipment. Customer may not sell, transfer, lease, encumber or assign all or any part of the Comcast Equipment.

   b. **Maintenance of Comcast Equipment:** Comcast shall during the time of this Agreement repair and maintain all Comcast Equipment. Customer agrees that Comcast Equipment shall not be serviced by anyone other than Comcast employees or agents and that Customer shall not relocate, tamper with or modify any Comcast Equipment or the Service installation.

   c. **Access to Customer's Premises:** Customer grants to Company the right, at reasonable times and upon reasonable notice, to enter upon the Premises for purposes of connecting, disconnecting, inspecting, repairing, replacing in whole or in part, updating and/or removing any Comcast Equipment and the Service. Comcast shall have the option of removing any or all of the Comcast Equipment during or after its relationship with the Customer, but Comcast shall not have the obligation to do so. Customer warrants that (s)he is the owner or a tenant of the Service address and that (s)he is authorized to grant access to the Premises. Subscriber agrees to indemnify and hold

Comcast harmless from any claim resulting from a breach of this warranty.

d. **Customer Equipment and Software:**

i. Customer understands and agrees that use of the Service requires certain equipment provided by the Customer such as a personal computer and an appropriate operating system ("Customer Equipment"). Customer represents that (s)he owns the Customer Equipment or otherwise has the right to use it in connection with the Service. Customer agrees to connect only Comcast (or its Underlying Providers') approved equipment to the Service.

ii. Customer shall have sole responsibility for protecting all Customer Equipment and software from loss or damage including, but not limited to, power surges, lightning, fire, flood and acts of God.

iii. The installation, use, inspection, maintenance, repair and removal of the Comcast Equipment may result in service outages or potential damage to Customer Equipment. If Customer does not back up all existing computer files by copying them to another storage medium prior to such activities, Customer understands and accepts the associated risks of such a decision.

iv. Except for gross negligence or willful misconduct neither Comcast nor its Underlying Providers shall have any liability whatsoever for any damage, loss or destruction to Customer Equipment, peripherals, software or data. In the event of gross negligence or willful misconduct by Comcast, Comcast shall pay for the repair or replacement of the damaged Customer Equipment up to a maximum of One Thousand Five Hundred ($1,500.00) Dollars which shall constitute Customer's sole remedy relating to such activity. NEITHER COMCAST NOR ITS UNDERLYING PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, COMPUTER PERIPHERALS, FILES OR DATA.

v. If the Customer purchases its own cable modem, the cable modem must meet the DOCSIS compatibility requirements established by CableLabs®, Comcast and the Underlying Providers from time to time. Comcast reserves the right to provide service only to the extent that Customer utilizes a cable modem compatible with the Service. Further, Customer acknowledges that the use of the Service may periodically require updates and/or changes to the software resident in the Comcast cable modem or in the Customer-supplied cable modem, as the case may be. Such updates and changes may be performed remotely or on-site by Comcast and/or its Underlying Providers at their sole option. Customer hereby consents to such updates which will be performed as deemed necessary by Comcast and/or

its Underlying Providers with or without notice to Customer.

2. **INSTALLATION AND USE**

a. **Installation Process:** If Customer rents Comcast Equipment, Comcast or its agent will supply and install Comcast Equipment and a connection to the Service, or Comcast may at its option permit Customer to self-install such rented Comcast Equipment. If Customer purchases a DOCSIS-compliant modem and associated equipment from Comcast or a third party, Comcast or the third party may provide installation instructions for Customer to self install and connect the equipment. Customer shall follow all self-installation instructions and assumes sole responsibility with respect to self installation. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMCAST OR ANY UNDERLYING PROVIDERS BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF THE INSTALLATION OR CONNECTION OF SUCH EQUIPMENT BY CUSTOMER.

b. **File Modification:** If the installation of an Ethernet card is required, it will be necessary to open Customer's computer. As part of the installation process for the software, system files on Customer's computer may be modified. Neither Comcast nor its Underlying Providers represents, warrants, or covenants that such modifications will not disrupt the normal operations of Customer's computer. For these and other reasons, Comcast recommends that Customer back up all files prior to installation of the Service. If Customer does not back up all existing computer files, Customer understands and accepts the associated risks of such a decision such as loss of files, software or data. EXCEPT AS SET FORTH IN SECTION 1(d)(iv), NEITHER COMCAST NOR ITS UNDERLYING PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE RESULTING FROM FILE MODIFICATIONS.

c. **Viruses:** Comcast may run a third party virus check software on Customer's computer prior to installing software on Customer's computer. Comcast does not represent, warrant or covenant that the virus check software will detect or correct any or all viruses. In addition, software or other content downloaded from the Service can contain viruses or other harmful features and it is Customer's sole responsibility to take appropriate precautions to protect Customer's computer, software, files and data from damage as a result of any such virus or other harmful feature. If a virus or other harmful feature is detected and not eradicated to Comcast's satisfaction by Customer then Comcast may immediately terminate the Service. NEITHER COMCAST NOR ITS UNDERLYING PROVIDERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE.

d. **End User Licenses:** Customer agrees to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed in connection with the Service. All end user licenses supplied by Comcast or its Underlying Providers will terminate at such time as the Service is terminated by Customer or Comcast.

3. **LIMITED WARRANTY**

EXCEPT AS OTHERWISE SET FORTH IN ANY USER LICENSE AGREEMENT REFERENCED IN SECTION 2 ABOVE, COMCAST EQUIPMENT AND THE SERVICE ARE PROVIDED BY COMCAST AND ITS UNDERLYING PROVIDERS "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER COMCAST NOR ITS UNDERLYING PROVIDERS WARRANTS UNINTERRUPTED OR ERROR FREE USE OR OPERATION OF THE COMCAST EQUIPMENT, CUSTOMER EQUIPMENT OR THE SERVICE. CUSTOMER'S SOLE REMEDY FOR CLAIMS ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE SHALL BE LIMITED TO A PRO RATA CREDIT OF MONTHLY SERVICE CHARGES TO BE APPLIED AGAINST FUTURE MONTHLY SERVICES HEREUNDER UPON TIMELY CUSTOMER REQUEST AND COMCAST VERIFICATION. NEITHER COMCAST NOR ITS UNDERLYING PROVIDERS WARRANTS THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM, AT ANY MINIMUM SPEED OR WITHIN A REASONABLE PERIOD OF TIME. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED.

4. **PAYMENT TERMS**

a. **Agreement to Pay:** Customer agrees to pay all applicable charges, fees and taxes ("Service Fees"). The timing of the assessment of Service Fees will be determined in the sole discretion of Comcast. If Comcast has agreed to charge Customer's credit card or debit card for the Service Fees (as opposed to billing the Customer for payment in cash, by check or money order), Customer authorizes Comcast to charge Customer's credit card and debit card for all such Service Fees. As applicable, Customer agrees to provide to Comcast updated credit card and debit card information on a timely basis prior to the expiration or termination of the credit card or debit card on file with Comcast or in the event that Customer's credit card limit or debit card balance is or will be insufficient to cover payment. Upon termination of Service and return of all Comcast Equipment undamaged, normal wear and tear excluded, Customer will be credited on a pro rata basis for any monthly Service Fees prepaid and unused.

b. **Late Payments, Failure to Pay:** If any payment is not timely received, or if Comcast is unable to charge Customer's credit card or debit card due to invalid credit card or debit card information or due to insufficient

credit or funds, an administrative charge may be assessed and the Service may be disconnected. If the Service is disconnected, Customer may be required to pay a reconnect fee in addition to all past due charges before the Service is reconnected. The administrative charge is intended to be a reasonable advance estimate of the costs resulting from Customer's late payments and non-payments as it would be difficult to determine the costs associated with any particular late payment or non-payment. Payments are expected to be paid in full when due. Comcast does not extend credit to Customers and the administrative charge is not intended as interest, a credit service charge or a finance charge. No acceptance of partial payment shall constitute a waiver of Comcast's right to collect the full balance owing.

c. **Additional Charges:** The Service will allow Customer to access the Internet, online services and other commercial sites. Customer acknowledges that (s)he may incur charges for goods or services purchased online in addition to those billed by Comcast and agrees that all such charges, including all applicable taxes are Customer's sole responsibility.

d. **Credit Inquiries:** Customer authorizes Comcast to make inquiries and to receive information about Customer's credit experience from others, to enter this information in Customer's file, and disclose such information concerning Customer to appropriate third parties for reasonable business purposes.

e. **Billing Errors:** Unless otherwise provided by applicable law, Customer must notify Comcast of any billing errors or other requests for credit within ninety (90) days of receipt of the disputed bill, and any claims not made within said ninety (90) days, shall be deemed waived.

5. **COLLECTION, USE AND DISCLOSURE OF INFORMATION ON SUBSCRIBER USE**

a. **Collection of Information:** Comcast collects, uses and releases information on Customer use of the Service as necessary to render the Service, to otherwise undertake legitimate business activities related to the Service and to comply with law. Comcast may collect information in accordance with applicable law concerning Customer's use of the Service and customer preferences which are reflected in the choices that a customer makes among the range of services offered as part of the Service, the time that the customer actually uses the Service, the menus and features used most often by the Customer, and other information about a customer's "electronic browsing."

b. **Use of Information:** Collecting information contained in transmissions made by Customer through the Service directed at Comcast, its Underlying Providers, Internet Web sites, or other service providers to which access is provided as part of the Service, is necessary to provide the Service. Comcast's detailed business records generally are used to

help make sure customers are properly billed; to send customers pertinent information about the Service; and for accounting purposes. Customer information is also used to execute requests and orders placed by customers with advertisers, merchants, and other service providers; to understand customers' reactions to various features of the Service or the Internet; and to personalize the Service based on the interests of customers. Such information helps Comcast improve the Service and uncover unauthorized access to the Service or Customer data and may be provided to law enforcement agencies in the event of such unauthorized access.

c. **Confidentiality of Information:** Comcast considers the personally identifiable Customer information that is collected to be confidential. Comcast will disclose to third parties personally identifiable information that Comcast maintains related to customers only when it is necessary to deliver the Service to customers or carry out related business activities, in the ordinary course of business, for ordinary business purposes, and at a frequency dictated by Comcast's particular business need, or pursuant to a court order or order of any regulatory body having jurisdiction over matters which are the subject of this Agreement. Additional information regarding disclosure of personally identifiable information is described in the Privacy Statement which can be accessed through the Comcast High-Speed Internet service home page.

6. **PROHIBITED USES OF THE SERVICE**

a. Customer shall not use the Comcast Equipment or the Service, directly or indirectly, for any unlawful purpose. Use of the Comcast Equipment or Service for transmission or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. This includes, but is not limited to, posting or disseminating content which is obscene, unlawful, defamatory, or which infringes the intellectual property of any person.

b. In addition, Customer agrees not to:

i. post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, federal or international law, order or regulation;

ii. access any other person's computer, software, or data of any other person, without the knowledge and consent of such person;

iii. upload, post, publish, transmit, reproduce, create derivative works from, or distribute in any way, information, software or other material through the Service which is protected by copyright or other proprietary right, without obtaining permission of the owner;

iv. copy, distribute or sublicense any software provided by Comcast or its Underlying Providers, except that Customer may make one copy of each software program for back up purposes only;

v. service, alter, modify or tamper with the Comcast Equipment or Service or permit any other person to do the same that is not authorized by Comcast or its Underlying Providers.

vi. restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy Comcast equipment or services, including, without limitation, posting or transmitting any information or software which contains a virus or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

vii. knowingly disrupt the Service;

viii. RESELL THE SERVICE OR OTHERWISE CHARGE OTHERS TO USE THE SERVICE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OR ON A BUNDLED OR UNUNBUNDLED BASIS. THE SERVICE IS TO BE USED SOLELY IN A PRIVATE RESIDENCE; LIVING QUARTERS IN A HOTEL, HOSPITAL, DORM, SORORITY OR FRATERNITY HOUSE, OR BOARDING HOUSE; OR THE RESIDENTIAL PORTION OF A PREMISES WHICH IS USED FOR BOTH BUSINESS AND RESIDENTIAL PURPOSES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SERVICE IS FOR PERSONAL AND NON-COMMERCIAL USE ONLY AND CUSTOMER AGREES NOT TO USE THE SERVICE FOR OPERATION AS AN INTERNET SERVICE PROVIDER, A SERVER SITE FOR FTP, TELNET, RLOGIN, E-MAIL HOSTING, "WEB HOSTING" OR OTHER SIMILAR APPLICATIONS, FOR ANY BUSINESS ENTERPRISE, OR AS AN END-POINT ON A NON-COMCAST LOCAL AREA NETWORK OR WIDE AREA NETWORK, OR IN CONJUNCTION WITH A VPN (VIRTUAL PRIVATE NETWORK) OR A VPN TUNNELING PROTOCOL; or

ix. connect the Comcast Equipment to any computer outside of the Customer's Premises.

c. Comcast reserves the right to immediately terminate this Agreement and the Service if Customer engages in any of the activities listed above or if Customer uses the Comcast Equipment or Services in a way which is contrary to any other Comcast or its Underlying Providers' policy. Copies of such policies are available as described in Section 6(d) and at such other Web sites as may be specified by Comcast or its Underlying Providers from time to time. The provisions of this Section 6 shall not in any way limit Comcast's rights of termination pursuant to Section 7(a) of this Agreement. Customer agrees to indemnify and hold harmless

Comcast against all claims and expenses (including reasonable attorney fees) resulting from Customer engaging in any of the activities described in Sections 6(a) and (b) and such indemnification obligation shall survive the termination of this Agreement.

d. The Comcast Acceptable Use Policy (the "Acceptable Use Policy") can be found at www.comcastonline.com/contactus.asp (or at the applicable successor URL) or by clicking on the Member Services button on the Comcast High-Speed Internet service home page. The Acceptable Use Policy, which is incorporated herein by reference, applies to the Service and may, in fact, limit the use of the Service. Customer expressly understands and agrees that the Acceptable Use Policy may be updated from time to time by Comcast with or without notice to the Customer, and any such revised version of the revised Acceptable Use Policy shall be posted to the foregoing Web sites. The Customer should consult the Acceptable Use Policy regularly to ensure that Customer's activities conform to the most recent version of that policy. Comcast may terminate Customer's Service immediately for violation of such policies.

7. **TERMINATION**

This Agreement and Service provided hereunder may be terminated:

a. by Comcast:

i. at any time without prior notice if the Customer fails to comply in full with any term of this Agreement; or

ii. for any other reason upon thirty (30) days notice to Customer.

b. by Customer at any time upon notice to Comcast.

c. **Customer Obligations Upon Termination:** Customer agrees that upon termination of this Agreement:

i. Customer will return all Comcast Equipment to Comcast.

ii. Customer will return or destroy (at Comcast's direction) all copies of any software provided to Customer pursuant to this Agreement.

iii. Customer shall pay to Comcast the full manufacturer's suggested retail price for the replacement of any Comcast Equipment or any software which is not returned, is only partially returned, or is returned damaged (ordinary wear and tear excluded) at the end of this Agreement, together with any incidental costs incurred by Comcast relating to its replacement. Customer authorizes Comcast to charge Customer's credit or other debit card on file with Comcast (if applicable) for any such charges and to otherwise collect such amounts from Customer.

iv. Customer shall pay Comcast in full for Customer's use of any Comcast Equipment and Service up to the latter of (I) the end of the monthly billing period in which Service was terminated or (II) the date on which all Comcast Equipment has been disconnected and returned to Comcast. In cases in which Customer elected an annual prepayment arrangement, Customer agrees that Comcast, at Comcast's option, may calculate any refund based upon either the discounted annual prepayment rate or the normal rate for the Service.

v. If Customer does not return all Comcast Equipment to Comcast and/or Customer's account has a balance due, Comcast may refer Customer's account to a collection agency to pursue collection of such equipment and/or balance. Fees incurred by Comcast as a result of Comcast's and its agent's efforts to collect past due amounts from Customer may be assessed by Comcast upon Customer, in addition to any other fees due under this Agreement.

d. **Retention of Rights:** Nothing contained in this Agreement shall be construed to limit Comcast's rights and remedies available at law or in equity. Comcast reserves the right to delete all data, files, electronic messages, or other information that is stored on Comcast's or its Underlying Provider's servers or systems when Customer's account with Comcast is terminated for any reason.

e. **Multiple Users:** Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Comcast Equipment and/or Service through Customer's computer. Customer shall have the sole responsibility for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. Customer further acknowledges and agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach is the result of use of the Service and/or Comcast Equipment by Customer or by any other user of Customer's computer. Customer agrees to indemnify and hold harmless Comcast and its Underlying Providers against all claims and expenses (including reasonable attorney fees) arising out of use of the Service and/or Equipment by Customer or any other user of Customer's computer.

8. **CONTENT**

a. **Responsibility for Content:** Customer should be aware that there may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with laws. Neither Comcast nor its Underlying Providers assumes any responsibility for the content contained on the Internet or made available by others. Neither Comcast nor its Underlying Providers shall have any liability whatsoever for any claims,

losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by Customer. Questions or complaints concerning content should be addressed to the content provider.

b. **Posting of Content:** Comcast assumes no obligation to monitor transmissions made on the Service. However, Customer acknowledges and agrees that Comcast and its Underlying Providers shall have the right to monitor such transmissions from time to time and to disclose the same in accordance with applicable laws, regulations or governmental requests and to operate the Service properly. Comcast and its Underlying Providers reserve the right to refuse to post or to remove any information or materials, in whole or in part, that in their sole discretion are unacceptable, undesirable or in violation of this Agreement.

9. **SERVICE CHARACTERISTICS**

a. **Eavesdropping:** The risk of "eavesdropping" exists on the Internet as well as other services to which access is provided as part of the Service. This means that other persons may be able to access and/or monitor Customer's computer, transmissions and receptions. Because of this risk, any sensitive or confidential information sent by Customer is sent at Customer's sole risk, and neither Comcast nor its Underlying Providers shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by Customer.

b. **FTP/HTTP:** Customer should be aware that when using the Service to access the Internet or any other online network or service, there are certain transfer protocols, such as FTP (File Transfer Protocol) and HTTP (Hyper Text Transfer Protocol), which may allow other Service users and Internet users to gain access to Customer's computer. If Customer chooses to run such transfer protocols, Customer should take appropriate security measures. Neither Comcast nor its Underlying Providers shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such transfer protocols by Customer, including without limitation, damages resulting from others accessing Customer's computer.

c. **File and Print Sharing:** The Service functions as a Local Area Network (LAN) in that each Customer is a node on the network. As such, users outside the Customer's home may be able to access the Customer's computer. Additionally, some software may permit other users across a network such as the Service and the Internet to gain access to Customer's computer and to the software, files and data stored on the computer. For example, operating systems such as Windows 95 and Apple Macintosh include file sharing and print sharing capabilities which, when enabled, will permit other users to gain access to the Customer's computer even if the Customer is not using the Service. Comcast

therefore recommends that the Customer connect only a single computer to the Service and that the Customer disable file and print sharing and other capabilities that allow users to gain access to the Customer's computer. Any Customer who chooses to participate in the Service using other than a single computer or who chooses to enable capabilities such as file sharing, print sharing, or other capabilities that allow users to gain access to the Customer's computer, acknowledges and agrees that the Customer does so at the Customer's own risk, and that neither Comcast nor its Underlying Providers shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such use by the Customer.

d. **High Risk Activities:** The Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to severe injury to business, persons, property or environment ("High Risk Activities"). Such High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Subscriber expressly assumes the risks of any damages resulting from High Risk Activities.

e. **Facilities Allocation:** Comcast reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support the Service, including, but not limited to, the amount of bandwidth to be utilized in conjunction with the Service.

10. **LIMITATION OF LIABILITY**

a. Unless otherwise prohibited by law, neither Comcast nor its Underlying Providers will have any liability to Customer or to any third party for:

i. any direct, indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of or otherwise arising in connection with, installation, modification or removal of Comcast Equipment, the Customer Equipment, the use of the Service by Customer or any other user of the Comcast Equipment or other Service-related equipment, including, without limitation, any damage resulting from or arising out of Customer's reliance on or use of the Comcast Equipment, the Customer Equipment (and any installation instructions) or Service, or the mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission, or any failure of performance of the Comcast Equipment or Service; and

ii. any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with any allegation, claim, suit or other proceeding based upon a contention that the installation or use of the Comcast Equipment, Customer Equipment or Service

by Customer or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property rights or contractual rights of any third party, or based upon a contention that opening Customer Equipment in order to install any Ethernet card required to use the Service invalidates any warranty governing the Customer Equipment.

b. The limitations set forth in this Section 10 apply to the acts, omissions, and negligence of Comcast and its Underlying Providers (and their respective officers, employees, agents, contractors or representatives) which, but for this provision, would give rise to a cause of action in contract, tort or any other legal doctrine.

c. Customer's sole and exclusive remedies under this Agreement are as expressly set out in this Agreement. Some states do not allow the limitations or exclusion of incidental or consequential damages, so such limitations or exclusions may not apply.

11. **MISCELLANEOUS**

a. **Contact Address:** For any inquiries or notices required in connection with this Agreement, Customer may contact Comcast via e-mail at www.comcastonline.com/contactus.asp (or such other e-mail address as Comcast may designate) or in writing to Comcast Online Services, 1500 Market Street, Philadelphia, PA 19102-2148.

b. **Entire Agreement/Amendment:** This Agreement, the Customer Work Order and any software end user license agreement provided in connection with the Service constitutes the entire Agreement between Customer and Comcast. No undertaking, representation or warranty made by an agent or employee of Comcast or its Underlying Providers in connection with the installation, maintenance or provision of the Service which is inconsistent with the terms of this Agreement shall be binding on Comcast. This Agreement may be amended by Comcast on thirty (30) days' prior notice to Customer, and such amendment may be posted to the Comcast High-Speed Internet service home page at www.comcast.net (or the applicable successor URL) or otherwise provided to Customer in hardcopy or electronic form, as determined by Comcast in its sole discretion. Customer's election to continue receiving the Service thereafter shall be deemed to constitute Customer's acceptance of such amendment. Notwithstanding anything to the contrary in this Section, the terms and conditions of the Acceptable Use Policy, as the same may be revised from time to time by Comcast and/or its Underlying Providers, apply to the Service and may, in fact, limit the use of the Service.

c. **Assignment:** Comcast may freely assign its rights and obligations under this Agreement, including, without limitation, to any parent, subsidiary or other affiliated company of Comcast.

d. **General:** In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Comcast's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement. This Agreement may not be assigned or transferred by Customer. This Agreement shall be exclusively governed by, and construed in accordance with, applicable federal law and the laws of Customer's state of residence where the Service is provided.

12. **NOTICE**

Comcast may deliver notice to Customer by means of electronic mail sent to Customer's e-mail address on file with Comcast and/or by written communication delivered by United States or overnight mail to Customer's address in Comcast's records.

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Terms of Service

COMCAST HIGH-SPEED INTERNET PROFESSIONAL ("PRO") AMENDMENT TO COMCAST SUBSCRIBER AGREEMENT

THIS AMENDMENT (the "Amendment") will be effective between the cable television operating subsidiary of Comcast Cable Communications, Inc., serving your municipality and the Customer named below. This Amendment modifies and is made a part of your Comcast High-Speed Internet Subscriber Agreement (the "Subscriber Agreement"). Unless otherwise defined herein, all capitalized terms in this Amendment shall have the specified meanings in the Subscriber Agreement.

1. **Use of Service.** The Subscriber Agreement is hereby modified to permit Customer to use Comcast High-Speed Internet (the "Service") for virtual private network uses ("Comcast Pro") in accordance with Comcast's current published product description (which may be changed from time to time in Comcast's sole discretion); provided that no servers will be placed behind Customer's connection (i.e., HTTP, SMTP, NNTP, FTP, DNS, DHCP, etc.). Customer shall be solely responsible for and shall indemnify and hold Comcast and its affiliates harmless from and against any and all claims and expenses (including reasonable attorney's fees) arising out of Customer's use of Comcast Pro. Customer acknowledges and agrees that Comcast Pro is for residential and small business purposes only. Small business users are limited to five (5) PC's per account. Except as provided in this Amendment, Comcast Pro is not a commercial service and may not be used for commercial purposes. Please contact your local Comcast office to inquire about commercial service options.

2. **Fees and Charges.** Customer agrees to pay the then current fees and charges for Comcast Pro upon receipt of an invoice (including any taxes, franchise fees or other fees or charges levied by a governmental agency).

3. **Revision.** This Amendment forms part of the Subscriber Agreement between Comcast and you and may be modified by Comcast on thirty (30) days prior notice. Such modification may be posted to the Comcast website at a URL designated by Comcast or otherwise provided to Customer in hard or softcopy, as determined by Comcast. Customer's election to continue use of Comcast Pro thereafter shall constitute Customer's acceptance of such modification. Service is subject to availability on an ongoing basis.

4. **No Change.** Except as otherwise set forth in this Amendment, the terms and conditions of the Subscriber Agreement, as modified by this Amendment, shall continue to apply to the Service and your use of Comcast Pro. In the event of a

conflict between this Amendment and the Subscriber Agreement arising out of your use of Comcast Pro, the terms and conditions of this Amendment shall prevail.

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Terms of Service

Comcast High-Speed Internet Service
Acceptable Use Policy

Important Note: Comcast may revise this Acceptable Use Policy from time to time without notice by posting a new version of this document on the Comcast Web site at http://www.comcast.net (or the successor URL). Accordingly, users of Comcast High-Speed Internet service should regularly visit our Web site and review our Acceptable Use Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this policy, the terms of this policy will govern. Questions regarding this policy and complaints of violations of this policy by Comcast users can be directed to http://comcast.comcastonline.com/contactus/.

Introduction

Comcast provides Internet service to residential customers (the "Service") which allows subscribers to connect to the Internet through the network of Comcast and other underlying providers of the Service.

Use of the Service is subject to the following rules and guidelines. As a customer of the Service, you are responsible for ensuring that your use of the Service complies in all respects with this Acceptable Use Policy (the "Policy"). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY THE COMCAST CUSTOMER SERVICE DEPARTMENT SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Service for any activity that violates any local, state, federal or international law, order or regulation is a violation of this Policy.

Prohibited activities include, but are not limited to:

- Posting or disseminating material which is unlawful (such as child pornography or obscene material);
- Disseminating material which violates the copyright or other intellectual property rights of others;
- Pyramid or other illegal soliciting schemes;
- Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Service that you have contracted for, even if the misuse was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service.

The Service may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the consent of such person. The Service may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is prohibited. The Service may not be used to collect, or attempt to collect, personal information about third parties without their consent.

You may not disrupt the Service. The Service may not be used to interfere with computer networking or telecommunications Service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus or other harmful feature is prohibited. The Service may not be used to violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access. You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device. In particular, Comcast recommends against enabling file or printer sharing of any sort. Any files or devices you do choose to make available for remote access should be protected with a strong password or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content which is pornographic or offensive, particularly to children. Neither Comcast nor any of its underlying providers assume any responsibility for the content contained on the Internet or otherwise available through the Service. You must assume the risk of accessing content through the Service, and neither Comcast nor any of its affiliates or underlying providers shall have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may wish to use a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

You are solely responsible for any information that you publish on the Internet, including but not limited to content posted in your personal Web space. You must ensure that any content that you may disseminate is appropriate for its intended recipient(s). For example, you must take proper precautions to prevent minors from

receiving inappropriate content. Comcast reserves the right, but not the obligation, to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether such material or its dissemination is unlawful.

Neither Comcast nor any of its underlying providers have any obligation to monitor transmissions made on the Service. However, Comcast and its underlying providers have the right to monitor such transmissions from time to time and to disclose the same in accordance with your Customer Agreement.

By using the Service to reproduce, publish, display, transmit and distribute content, a user is warranting that any content that the user may reproduce, publish, display, transmit, or distribute complies with this Policy. Through these actions, a user also authorizes Comcast and its underlying providers to reproduce, publish, display, transmit and distribute such content as necessary to deliver the content in a timely manner.

Electronic Mail

The Service may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious messages. Such messages may only be sent to those who have explicitly requested same. You agree that you will not use e-mail for the propagation of chain letters, junk mail or "spam". The Service may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

You agree not to use e-mail to send any message or material that is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Continuing to send e-mail messages to anyone that has expressly requested not to receive e-mail from you is considered to be harassment.

The Service may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail Services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource which uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail whether or not such e-mail is commercial in nature, are prohibited.

Forging, altering or removing electronic mail headers is prohibited.

You may not reference Comcast or the Comcast network (e.g. by including "Organization: Comcast" in the header or by listing an IP address that belongs to Comcast or the Comcast network) in any unsolicited e-mail even if that e-mail is not sent through the Comcast network.

You may not send numerous copies of the same or substantially similar messages,

nor may you send very large messages or files to a recipient with the intent to disrupt or affect of disrupting a server or account.

Comcast is not responsible for forwarding e-mail sent to any account which has been suspended or terminated. Such e-mail will either be returned to sender, ignored, deleted, or stored temporarily at Comcast's sole discretion.

Newsgroups

Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. Comcast reserves the right to discontinue access to any newsgroup at any time for any reason.

Instant Messaging

Comcast does not routinely monitor the contents of Users' instant messages for violations of this Policy. Users alone are responsible for the contents of their instant messages and the consequences of any such instant messages.

You agree that you will not use instant messaging for chain letters, junk mail, "spamming", solicitations (commercial or non-commercial) or any use of distribution lists to any person who has not given specific permission to be included in such a process. You further agree not to use instant messaging to send any message or material that is unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Continuing to send messages to anyone that has expressly requested not to receive messages from you is considered to be harassment.

Comcast assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

Web Space

As part of the Service, Comcast provides storage space and access for Web pages through its personal Web space service. You are solely responsible for any information that you publish on your personal Web space. You must ensure that the intended recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Comcast reserves the right to remove or refuse to post any information or materials, in whole or in part, that it, in its sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this Policy, "material" refers

to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

Comcast will not routinely monitor the contents of your Web space; however, Comcast reserves the right to monitor such contents and if complaints are received regarding language, content or graphics contained on your Web pages, Comcast may remove the Web page hosted on Comcast servers and terminate your personal Web space service if Comcast determines that you have violated the terms of this Policy.

Bandwidth, Data Storage and Other Limitations

You must comply with the current bandwidth, data storage and other limitations on the Service.

You must ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of Comcast) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Comcast's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network Services.

You may not resell, share, or otherwise distribute the Service or any portion thereof to any third party without the written consent of Comcast. For example, you cannot provide Internet access to others through a dial up connection, host shell accounts over the Internet, provide e-mail or news service, or send a news feed. You may not use the Service for commercial purposes. The service offering is a residential consumer product designed for your personal use of the Internet. For example, the Service does not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use.

You may not run a server in connection with the Service, nor may you provide network services to others via the Service. The Service includes personal Web space accounts for publishing personal Web pages. Examples of prohibited uses include, but are not limited to, running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

Violation of Acceptable Use Policy

Comcast does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although Comcast has no obligation to monitor the Service and/or the network, Comcast and it various affiliates and underlying providers reserve the right to monitor bandwidth, usage, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and Comcast users.

Comcast prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way which Comcast or its underlying providers, in their sole discretion, believe violate this Policy, Comcast or

its underlying providers may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Comcast nor its underlying providers will have any liability for any such responsive actions. The above described actions are not Comcast's exclusive remedies and Comcast may take any other legal or technical action it deems appropriate.

Comcast reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Comcast's servers and network. During an investigation, Comcast may suspend the account or accounts involved and/or remove material which potentially violates this Policy. You hereby authorize Comcast and its underlying providers to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include Comcast providing the user name, IP address, or other identifying information about you. Upon termination of your account, Comcast is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of Comcast or its underlying providers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the state of residence where the Service is provided to the customer.

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WARREN'S CABLE REGULATION MONITOR

July 19, 1999, Monday

SECTION: THIS WEEK'S NEWS

LENGTH: 1112 words

HEADLINE: AT&T ACCESS POLICIES CRITICIZED AT SENATE HEARING

BODY:

Senate Antitrust Subcommittee Chmn. DeWine (R-O.) and senior panel Democrat Kohl (Wis.) suggested July 14 that AT&T should consider splitting off some of its programming services, particularly as company expands through purchase of MediaOne. They made their comments at hearing of full Judiciary Committee on broadband issues at which AT&T Chmn. Michael Armstrong was centerpiece for company's open access policy.

DeWine said he had 2 concerns about AT&T's conduct of cable business. One was that, with purchase of MediaOne, AT&T will have stake in ownership facilities that reach 60% of country's cable subscribers. He asked, "Does the deal reassemble the old Ma Bell monopoly under the new name of Ma Cable?" DeWine also said he was concerned about levels of cross-ownership in cable industry, with systems owning parts of each other and of programming services as well: "It seems possible that AT&T might be able to skew the market if it decided to favor programming in which had an ownership interest. This is a troubling notion, which needs to be explored. It may be necessary for AT&T to divest itself of some systems, or find some other way to gain access to cable wires other than buying them. As policymakers, we must be wary of creating one monopoly in order to dismantle another."

Kohl was similarly critical, saying that AT&T's acquisition of MediaOne "suggests that a Japanese style 'keiretsu' is emerging in the American media." He also suggested that AT&T consider "requiring more complete separation between AT&T and its programming partner, Liberty Media, or that AT&T sell off some portion of its interest in Time Warner, which will increase dramatically as a result of this acquisition." DeWine and Kohl also criticized FCC as moving too slowly on attribution rules for cable. Many of complaints about AT&T's ownership interests in other systems and in programming had been raised frequently in past about TCI. For example, Committee held hearing on allegations by Viacom Chmn. Sumner Redstone of antitrust and other violations by then-TCI CEO John Malone. Those charges were dropped when Viacom and TCI settled lawsuit.

In response, Armstrong said DeWine had overstated his

company's reach, saying its Time Warner holdings shouldn't be counted because AT&T has no operational control over those systems. He also said he considers AT&T's main business to be distribution, with very little interest in content. Armstrong also was forced to defend company's controversial policy of limiting video streaming to about 10 min. In response to question from Committee Chmn. Hatch (R-Utah), Armstrong said limit was necessary to keep costs down because of amount of bandwidth video streaming requires. AT&T won't remove that rule unless it somehow can "participate in that video streaming revenue."

Armstrong also was drawn into "open access" question by senior Judiciary Committee Democrat Leahy (Vt.), who noted that last year Armstrong had told panel it would be "stupid" not to have open system. This year, Armstrong said his answer meant that cable systems would be "open to content," as opposed to open to service providers. He said AT&T's cable systems are open to content because users can have access to any Web sites or portal sites that compete with Excite, owned by affiliated AtHome cable broadband service. Armstrong also said subscribers to America Online could have access through cable modem on "bring your own" access basis, for which AOL charges less than full subscription. He said AT&T's exclusive contract with AtHome expires in 30 months and will be reevaluated.

AOL, which leads OpenNet Coalition pushing for open access, didn't testify at hearing even though it had been asked to do so, Hatch said. Sources said AOL was ambivalent about testifying. In any case, AOL spokesman confirmed that Chmn. Steve Case was at $1,000-per-person fund-raiser for Tex. Gov. George Bush (R) that started at 11:30 a.m. that day in Va. suburbs. Chairmen for event, which attracted about 400 people, were Va. Gov. James Gilmore (R) and House Commerce Committee Chmn. Bliley (R-Va.), sources said.

Bell Atlantic Chmn. Ivan Seidenberg argued that cable should be required to open its network to other providers, giving consumers same choice in ISPs as they have in telephony. PSInet Chmn. William Schrader said marketplace will force cable systems open eventually. Seidenberg also favored giving Bell companies regulatory incentives to deploy broadband, saying some areas weren't being served. Telecom Act, he said, is "working for everybody but us." Schrader disagreed, saying his network was located in places Seidenberg said were being ignored.

DeWine and Kohl released at hearing General Accounting Office (GAO) report on competition to cable that they had requested. Report said that cable rates have "risen faster than the rate of inflation in recent years," but in footnote acknowledged that at same time number of channels offered has risen. DeWine and Kohl had requested status of competition to cable, extent to which programming ownership affects competition, and key factors that might influence future development. Mission was quite similar to requirement imposed on FCC in 1992 Cable Act to conduct yearly study on multichannel competition, and in fact most of statistics presented in GAO report are from FCC, primarily its latest

competition report released last Dec. [CM Dec 21 p1]. GAO said competition would improve if multiple telecom technologies emerged to offer customers "one-stop shopping" of telephony, TV and Internet. But if only one delivery mechanism emerged triumphant, report said, competition "might not develop." Citing FCC numbers and studies, GAO found DBS to be only credible competitor to cable, up to 12% market share, with cable down to 85%. It referred to local signal issue, citing FCC survey showing that was holding many consumers back from purchasing DBS. GAO said FCC reported that telcos "are not yet a national presence" as cable competitor, "but their competitive presence is growing." GAO interviewed several MSO officials, who defended rate increases by citing increased costs of programming and upgrading for new services. Along with resolving local signal issue for DBS, GAO said competition could be improved with easier access to multiple dwelling units by competitors and variety of services over-air DTV broadcasters could offer.

LOAD-DATE: July 19, 1999

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January 25, 2002 01:01 PM PST

Migration migraines

Ed Foster

IF CABLE MODEM customers of AT&T Broadband wonder what the Comcast acquisition will mean for their service, perhaps I can offer a preview. The screams emanating from Comcast's recently acquired cable modem customers in Michigan suggest it may not be a lot of fun, particularly for anyone using the service to connect to their corporate VPN.

In a deal unrelated to its announced purchase of AT&T's cable business, Comcast late last year moved to its own servers former MediaOne accounts in Michigan that were using the Road Runner cable modem services. Complaints came cascading into The Gripe Line about software glitches, missing email, service outages, indifferent customer service, incompetent technical support, and higher prices ... pretty much your typical service migration, in other words.

As the initial confusion eased, however, it became clear there was something a bit different about the complaints from Comcast's Michigan customers. Readers there seemed to feel a sense of moral indignation that went beyond the typical reaction to finding yourself with a worse deal than you had before. "Comcast owns us, so they can treat us however they want," said one Michigan resident.

The new Comcast customers objected to several changes to their service, including a $5-per-month rental fee for their cable modem, discontinuation of access to newsgroups, and a number of performance restrictions, most particularly blocked access to VPNs. Customers who found they could no longer access their corporate VPNs were told that Comcast cable modem service is "for residential use only" and that they should upgrade to the ComcastPro service at $95 a month if they wanted to keep VPN access.

VPN users felt it was unfair for Comcast to discriminate against them if their usage pattern is not abusive. "I use my company's VPN to keep up with e-mails and to monitor a server program, and I bet I use less bandwidth than the average teen-ager downloading music from the Web," wrote one reader. "But now Comcast says I have to pay the extra $50 to become a Pro customer and use my VPN. When I told them that I would cancel my service (both cable and cable modem) before paying an extra $50 they said, 'Good, that's not our problem.' I am on my way to DSL unless someone at Comcast can see the light real soon."

Comcast's new customers also felt they'd been blindsided by the VPN block as migration information was vague at best. "I am also very disappointed with the abrupt nature of these changes," wrote another reader who only occasionally uses VPN to access his company's network. "Sufficient notice of these changes was not provided, nor was sufficient information provided. Myself and several other people at my company who use Comcast have been unable to use the

VPN clients we were using before the transition. A co-worker called Comcast, and after six hours of being put on hold, disconnected, and transferred from person to person, a person who seemed to know what going on finally told my friend that we must upgrade to ComcastPro."

The final outrage in the opinion of some readers was the revelation that the software Comcast supplied them included BroadJump's Virtual Truck deployment software. Users who discovered this were concerned about that program's capability, as described on BroadJump's Web site, of capturing "information on subscriber profiles, system configuration, ... performance metrics, and installation statistics," which can help the broadband provider in "building a database of subscriber demographics and buying behaviors." This led some to suspect that the software Comcast had provided for the stated purpose of easing the migration was in fact intended to spy on customer systems and report back to Comcast.

A Comcast spokeswoman says the BroadJump software is intended to permit easier diagnosis of customer problems, and support technicians will first ask for permission to look at the data the software collects. The $5 cable modem rental charge is not new but was not previously broken out on the customer's bill as a separate charge. (As it happened to coincide with a $5-per-month price hike, however, the bottom-line impact is the same.) As for the discontinued newsgroups, the spokeswoman said that Comcast understands it's an important service for some customers, and the company is in the process of evaluating several options.

On the performance limitation front, however, the spokeswoman had little to say. Some of the issues that disturbed Road Runner customers, such as the limit of 128Kbps upload speeds, will come as no surprise to AT&T@Home customers, since both AT&T and Comcast implemented them years ago at @Home's behest. But most cable modem services other than Comcast have generally permitted VPN use as long as the customer doesn't exhibit an overall pattern of bandwidth abuse. (In fact, that's what Comcast originally said its policy would be when I wrote about the VPN prohibition in Comcast's terms of service in Sept. 2000.) The spokeswoman would only say that Comcast doesn't consider VPN an appropriate use of a "residential service" and that it is too early to say what policies the combined Comcast-AT&T entity will adopt in this regard.

Indeed, a lot may happen before that deal is finalized. Comcast's VPN policy has always struck me as odd -- why is the VPN usage they deem an abuse of your neighbor's bandwidth OK if you pay Comcast $50 more a month? Isn't your neighbor still just as abused? Let's hope that Comcast acquires a different perspective along with AT&T Broadband. But if I were an AT&T@Home user, I wouldn't bet on it.

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Telecommuters Pay Extra for Cable VPNs

Most broadband cable services want fees for VPN use, but do you get more for the money?

Bob Brewin, Computerworld online
Friday, December 14, 2001

Planning on supporting full-time teleworkers or casual telecommuters with a secure virtual private network over cable broadband service? Think again.

Two of the major cable companies, Comcast and Cox Communications, have boilerplate language buried in their residential service agreements that expressly forbids the use of a VPN over a residential broadband cable hookup.

Two other major cable companies, AT&T Broadband and AOL Time Warner, as well as Cablevision Systems, which serves 3 million subscribers in suburban New York, all say they allow the use of VPNs by residential subscribers but they won't provide user support.

CIOs want to provide remote workers with VPNs to ensure secure connections that will protect corporate data and applications. VPNs provide remote workers with a protected tunnel to corporate servers through the wide-open Internet, guarding data against penetration by hackers.

Higher Charges

Cox views even casual use of a VPN by a part-time telecommuter as a "business class" service that must be provisioned through the company's At Work broadband offering and not its At Home service offered to home users, according to Bobby Amirshahi, director of communications for Cox Business Services in Atlanta. Amirshahi said typical At Work charges for a teleworker with a VPN connection run between $75 and $100 per month, compared with $35 per month for residential high-speed cable broadband service.

Amirshahi said that while Cox doesn't "actively scan" its network to detect the ports used by VPN clients, it does scan the network for excessive bandwidth usage.

Jennie Moyer, a spokeswoman for Philadelphia-based Comcast, said her company "does not support VPN residential services," adding that teleworkers or their companies can purchase Comcast Pro service, which supports secure VPNs, at a cost of $95 per month, compared with $40 per month for the residential broadband service.

Sarah Eder, a spokesperson for Englewood, Colorado-based AT&T Broadband, said that while her company doesn't ban the use of VPNs, it doesn't provide help desk support for VPN users. She said AT&T intends to introduce its own business-grade service once the company completes the transition of its broadband service to its own network from bankrupt @Home's Excite@Home service. At that time, AT&T Broadband will offer help desk support for VPN users on a business-grade network.

Easy Income?

Dan Paton, information services adviser at Oakwood Healthcare in Dearborn, Michigan, which is in the process of rolling out remote access to all the physicians who work at Oakwood's hospital, said he is well aware of cable company policies on VPNs and "will go with the business grade service" because of the importance of remote access to the physicians.

Analysts view the cable companies' VPN policies as unnecessary and as a way to milk more money from corporate users. June Langhoff, a telecommunications consultant in Pacifica, California, said cable companies that force teleworkers to sign up for higher-priced business class service "are ripping off their customers."

John Girard, an analyst at Gartner, said the VPN policies indicate that cable companies, which have made a multibillion-dollar push into broadband over the past five years, "don't understand much more than delivering entertainment into the home."

Girard said cable business-class service "is not any better than residential, yet they charge you more." He added that cable companies probably fear that a large number of teleworkers hooked up to any one cable system could use an excessive amount of bandwidth. But that concern is misplaced, he said. "They should be more worried about kids coming home from school and downloading movies or music," he added, noting that those activities use more bandwidth than corporate applications running over a VPN.

VPNs are "no problem" to cable companies to manage or operate, Girard said, but their VPN policies could be an impediment to the growth of cable broadband.

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